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PACIFIC GATEWAY CONCESSIONS LLC

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF CALIFORNIA

RACHEL HOCHSTETLER,
CIRENA TORRES,

Plaintiffs,

vs.

PACIFIC GATEWAY CONCESSIONS LLC, et
al.,

Defendants.

PACIFIC GATEWAY CONCESSIONS LLC, et
al.,

Cross-Claimant,

vs.

POINT SOLUTIONS, LLC

Cross-Defendant.

CASE NO. 3:14-CV-04748-TEH

**STIPULATION AND ~~PROPOSED~~
ORDER CONTINUING INITIAL CASE
MANAGEMENT CONFERENCE**

Date: June 15, 2015
Time: 1:30 p.m.
Courtroom: 12

STIPULATION

Plaintiffs Rachel Hochstetler and Cirena Torres, Defendant and Cross-Claimant Pacific Gateway Concessions LLC ("PGC"), and Cross-Defendant Point Solutions, LLC ("PS") hereby stipulate as follows:

Recitals

1. The Initial Case Management Conference in this action was originally scheduled for February 2, 2015, per the Clerk's Notice Scheduling Case Management Conference on Reassignment (Docket 12), then continued until April 13, 2015 since PS had not yet appeared in the action (Docket 24).

2. On April 1, 2015, the parties participated in a mediation before court-appointed mediator David Bluhm. As a result of the mediation, Plaintiffs and PGC reached a tentative settlement of the class action by agreeing to a settlement fund for putative class members as well as equitable relief. The parties filed a stipulation and proposed order to continue the April 13, 2015 Case Management Conference, to allow Plaintiffs and PGC to discuss payment of attorney fees and costs to Plaintiffs' counsel if counsel is appointed class counsel and payment of an incentive award to the Plaintiffs if they are appointed class representatives, and to allow PGC and PS to continue settlement negotiations begun during the mediation. The Court continued the April 13, 2015 Case Management Conference to June 15, 2015 (Docket No. 29).

3. Plaintiffs and PGC have agreed on a class settlement, and have memorialized all key terms in a written Memorandum of Understanding of Settlement ("MOU") which has been signed by Plaintiffs and PGC.

4. There are a few issues which Plaintiffs and PGC continue to work on. Specifically, Plaintiffs and PGC are working to prepare a long-form settlement agreement, including the Short-Form Notice to the Settlement Class (and the locations within each store where it will be placed), the Full Notice to the Settlement Class and the Claim Form. The MOU requires Plaintiffs and PGC to work together and take all steps necessary and appropriate to effectuate the settlement, and expressly states as follows:

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1 **“Cooperation to Effectuate Settlement.”**

2 The Parties agree to cooperate and take all steps necessary and appropriate
3 to effectuate the settlement. This includes, consistent with the terms of this MOU,
4 the Parties' agreement to work together in good faith to prepare and sign a long-
5 form settlement agreement, including the Short-Form Notice (and the locations
6 within each store where it will be placed), the Full Notice and the Claim Form, all
7 of which are to be submitted to the Court in connection with Plaintiffs' motion for
8 preliminary approval of the settlement. The Parties shall diligently work together
9 to seek preliminary and final court approval of the settlement."

10 5. The MOU also provides that if Plaintiffs and PGC cannot agree on these few
11 issues, the MOU shall nonetheless be fully enforceable by the Court and the Court shall resolve
12 any such differences:

13 **“MOU Is Fully Enforceable, and any Disputes Shall Be Decided By**
14 **Court.”**

15 The Parties agree that this MOU shall be fully enforceable by the court.
16 To the extent that there is any disagreement in preparing a long-form settlement
17 agreement, including the Short-Form Notice (and the locations within each store
18 where it will be placed), the Full Notice and the Claim Form, the Parties agree
19 that the Court shall resolve any such differences and the Court shall look to and
20 use the terms of this MOU in resolving any such differences."

21 6. Thus, the MOU is a fully enforceable class-wide settlement, subject to the Court's
22 approval.

23 7. Rule 23(e) of the Federal Rules of Civil Procedure requires the Court's approval
24 of all class action settlements. Accordingly, Plaintiffs will file a motion seeking the Court's
25 preliminary approval of the class settlement in this case.

26 8. Plaintiffs and PGC continue to work together and they expect that a motion for
27 preliminary approval of the class action settlement will be filed in approximately sixty (60) days.

28 9. PS is considering filing a motion to sever PGC's cross-claim.

ORDER

Pursuant to stipulation, it is so ordered. The Initial Case Management Conference shall occur on 08/31, 2015 at 1:30 PM in Courtroom 12 on the 19th floor, United States District Courthouse, 450 Golden Gate Avenue, San Francisco, CA 94102. Not less than seven days prior, counsel shall submit a joint case management conference statement, and all other deadlines are continued according to the new date of the Initial Case Management Conference.

Dated: June 10, 2015

